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*Pro Per*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
SOUTHERN DIVISION**

**SEAN OWENS,**

*Plaintiff,*

v.

**EXPERIAN INFORMATION  
SOLUTIONS, INC.,**

**EQUIFAX INFORMATION  
SERVICES, LLC,**

**EDUCATIONAL CREDIT  
MANAGEMENT  
CORPORATION** (agent of ECMC  
Group).

*Defendants.*

**Case No. 8:22-cv-01601-FWS-JDEx**

**JURY TRIAL DEMANDED**

## **RULE 26(f) JOINT CONFERENCE REPORT**

Pursuant to Federal Rules of Civil Procedure 26(f) and the Court's October 26, 2022 Order setting the scheduling conference for December 15, 2022, (ECF. #24), the parties met on November 18, 2022 at 2:00pm CST to discuss matters for the Court's information and consideration. In the conference, Sean Owens ("Plaintiff") appeared Pro Se, and the following Defendants were present during the meeting via conference call:

1. Experian Information Solutions, Inc. ("Experian") represented by attorney of record, Kelly Albright,
2. Equifax Information Services, LLC ("Equifax") represented by attorney of record, Jennifer Brooks, and
3. Educational Credit Management Corporation ("ECMC") represented by attorney of record, Benjamin West.

In accordance with the Order, the parties state the following:

### **1. A Brief Factual and Legal Synopsis of the Case.**

**Plaintiff:** This case involves claims of violations under the "Fair Credit Reporting Act" (FCRA), 15 U.S.C. §§1681 et seq., the "Fair Debt Collection Practices Act" (FDCPA), §§1692 et seq., the "Telephone Consumer Protections Act" (TCPA), 47 U.S. Code §§ 227 et seq., and Fed. R. Civ. P. 9(b) et seq. Plaintiff contends Defendants negligently and willfully furnished and reported re- aged, inaccurate, erroneous and falsely fabricated information that antedated the plaintiff's credit reports by more than what lawful limitations allow. Plaintiff is seeking actual damages, punitive damages, costs, reasonable attorney's fees, and statutory damages for each and every violation, pre-judgment, and post-judgment interest as provided by law, and an order enjoining Defendants from further violations. All prayer for relief is pursuant to relevant statutes as enumerated in Plaintiff's First Amended Complaint. (See ECF. #13, at \*22-23).

**Defendant Experian:** Experian is a consumer reporting agency as that term is defined at 15 U.S.C. § 1681a(f). Experian denies Plaintiff's claims and denies that it has violated the FCRA. At all relevant times, Experian maintained reasonable procedures to assure maximum possible accuracy of its credit reports concerning Plaintiff. Experian also followed its obligations under 1681(i) regarding reasonable reinvestigation. Experian denies that it has caused any damage to Plaintiff, and it denies that Plaintiff is entitled to any of the relief sought in the Complaint. Experian further denies that Plaintiff can support a claim for punitive damages or recovery of attorneys' fees in this action. Experian bases this statement on the facts and information currently available to it. In making this statement, Experian does not waive any defenses it has asserted in response to Plaintiff's Complaint, and because discovery has not yet commenced, Experian respectfully reserves the right to supplement its summary if necessary as this case and the facts develop.

**Defendant Equifax:** Subject to the Defendants' Joint Motion to Dismiss, Equifax denies that it has violated the FCRA, FDCPA, or TCPA. Equifax states that at all relevant times herein, Equifax maintained reasonable procedures to assure the maximum possible accuracy in its credit reporting concerning Plaintiff in accordance with the FCRA. Equifax has complied with the FCRA and any other applicable laws in its handling of Plaintiff's credit file, including responding to any disputes

1 Plaintiff submitted to Equifax. Equifax denies that it is liable to Plaintiff, denies that Plaintiff has  
2 been damaged, and denies that it proximately caused Plaintiff to suffer any damages.

3 **Defendant ECMC:** Subject to the Defendants' Joint Motion to Dismiss, ECMC denies that it  
4 has violated the FCRA, FDCPA, or TCPA as alleged, or that it is responsible for any act or omission  
5 that would make the Fed. R. Civ. P. 9(b) pleading standard relevant. ECMC has fully performed its  
6 duties under the FCRA and FDCPA. ECMC has taken all appropriate action regarding Plaintiff's  
7 claims, including thoroughly investigating Plaintiff's disputes and deleting or blocking any erroneous,  
8 inaccurate, or outdated credit file information. ECMC has not acted willfully, negligently, or in  
9 violation of 15 U.S.C. § 1681s-2(b) or 15 U.S.C. § 1692c, and any alleged damages sustained by  
10 Plaintiff were not the result of ECMC's actions. This statement is based on the information presently  
11 available to ECMC at this early stage in the litigation. ECMC does not have knowledge of facts or  
12 documents in the possession and control of Plaintiff, Equifax, and Experian. By providing this  
13 statement, ECMC does not waive any defenses and reserves the right to amend, supplement, or  
14 change the facts in this statement if and when additional and different, or more accurate information  
15 and/or documents become available and/or additional facts are developed.

## 11 **2. The Jurisdictional Basis for this Suit.**

12 This Court has original subject matter jurisdiction under 28 U.S.C. § 1331 and U.S.C.  
13 §1681(p), because Plaintiff asserts causes of action that arise under the "Fair Credit Reporting Act"  
14 (FCRA), 15 U.S.C. §§1681 et seq., the "Fair Debt Collection Practices Act" (FDCPA), §§1692 et  
15 seq., the "Telephone Consumer Protections Act" (TCPA), 47 U.S. Code §§ 227 et seq., and Fed. R.  
16 Civ. P. 9(b) et seq which are all federal statutes. Venue in this District is appropriate under 28 U.S.C.  
17 §1391(b)(2) because a substantial part of the events or omissions giving rise to the claims of the  
18 plaintiff occurred within this Court's jurisdiction. Supplemental Jurisdiction of this Court is conferred  
19 by 28 U.S.C. § 1367(a). Additionally, because Defendants conduct business within the state of  
20 California, they are considered residents based on each of their minimum contacts being sufficient to  
21 subject all Defendants to the personal jurisdiction of this Court as conferred by 28 U.S.C. §1391(d),  
22 and §1391(c)(2).

## 19 **3. Legal Issues.**

20 **Plaintiff:** The key legal issues in this case are centered on alleged violations of the FCRA,  
21 FDCPA, TCPA, and the Fed. R. Civ. P. 9(b). Such violations of the specified statutes consist of  
22 consumer information that was transmitted in the form of credit files by the defendant credit furnisher  
23 (ECMC) to the defendant credit reporting agencies Experian and Equifax ("CRAs") and subsequently  
24 published to third parties. The information being transmitted, published, and republished was false,  
25 inaccurate, erroneous, fraudulently contrived and the defendants did so both negligently, willfully and  
26 with malicious intent.

24 **Defendant Experian:** Defendant Experian defers to its answer in Section 1, "A Brief Factual  
25 and Legal Synopsis of the Case."

26 **Defendant Equifax:** To the extent the Court does not dismiss this case for the reasons  
27 identified in Defendants' Joint Motion to Dismiss, Equifax identifies the following key legal issues:

28 (1) Whether Equifax failed to maintain reasonable procedures to assure the maximum possible  
accuracy of consumer reports regarding Plaintiff; (2) Whether any reinvestigation conducted by

Equifax violated the FCRA; (3) Whether Plaintiff has met his burden of proving a claim against Equifax for negligent noncompliance with the FCRA or any other applicable laws; (4) Whether Plaintiff has met his burden of proving a claim against Equifax for willful noncompliance with the FCRA; (5) Whether Plaintiff suffered any damages proximately caused by any action or inaction of Equifax; (6) Whether Plaintiff is entitled to any damages (actual, punitive, statutory, costs, and/or fees) from Defendant; (7) Whether any damages suffered by Plaintiff were caused in whole or in part by a third party, an intervening or superseding cause, and/or the actions of Plaintiff himself; and (8) Whether Plaintiff failed to mitigate his alleged damages.

**Defendant ECMC:** Subject to the Defendants' Joint Motion to Dismiss, ECMC denies that it has violated the FCRA, FDCPA, or TCPA as alleged, or that it is responsible for any act or omission that would make the Fed. R. Civ. P. 9(b) pleading standard relevant. ECMC has fully performed its duties under the FCRA and FDCPA. ECMC has taken all appropriate action regarding Plaintiff's claims, including thoroughly investigating Plaintiff's disputes and deleting or blocking any erroneous, inaccurate, or outdated credit file information. ECMC has not acted willfully, negligently, or in violation of 15 U.S.C. § 1681s-2(b) or 15 U.S.C. § 1692c, and any alleged damages sustained by Plaintiff were not the result of ECMC's actions. By providing this statement, ECMC does not waive any defenses and reserves the right to amend, supplement, or change the facts in this statement if and when additional and different, or more accurate information and/or documents become available and/or additional facts are developed.

#### 4. Damages.

The realistic range of damages consist of damages as enumerated within Plaintiff's FAC. (See ECF. #13, at \*22-23). If this case does not settle and proceeds to trial, and if the jury finds in Plaintiff's favor an award of punitive damages, such an amount cannot be realistically determined at this point but will be assumed to adhere to a proportionate ratio that is relative and reasonable to/with other similar cases based on the same or similar violations under the requisite statutes that allow for damages as stated herein. However, calculable damages for violations under the respective statutes in the form of compensatory damages, pain and suffering, attorney fees if applicable, and statutory damages may range between \$175,000 and exceeding \$250,000 based on the quantitative number of violations as discovered for the TCPA which allows for treble damages if the defendants actions are deemed *willful*. (47 U.S. Code § 227(b)(3)(C)).

#### 5. Parties and Evidence.

##### A. The Parties

**Plaintiff:** Plaintiff's correct name is Sean Owens.

**Defendant Equifax:** Equifax's correct name is Equifax Information Services, LLC

**Defendant Experian:** Experian's correct name is Experian Information Solutions, Inc.

**Defendant ECMC:** ECMC's correct name is Educational Credit Management Corporation.

1                   **B. Evidence**

2                   **Plaintiff:** Evidence for the plaintiff will be based on consumer credit reports, written  
3 correspondence between the parties obtained prior to this civil suit, documentation acquired during  
4 discovery, and other related information.

5                   **Defendant Equifax:** Should Defendants' Joint Motion to Dismiss not be granted,  
6 Equifax anticipates requesting written and paper discovery from Plaintiff, including documents  
7 relating to any credit denials or other documents/authorizations to obtain all evidence concerning  
8 damages alleged, dispute-related documents, or any other documents Plaintiff possesses in support of  
9 his claim. Equifax also anticipates conducting full discovery on the allegations in Plaintiff's  
10 Complaint, any communications between Plaintiff and any creditors (potential or current) concerning  
11 the disputed tradelines. Equifax anticipates conducting the deposition of Plaintiff, any necessary  
12 third-party discovery, including any necessary third-party depositions and third-party paper  
13 discovery, individuals identified in Plaintiff's initial disclosures, and/or other individuals with  
14 knowledge related to the claims and defenses in this matter that will be identified in discovery.

15                   **Defendant Experian:** Should Defendants' Joint Motion to Dismiss not be granted,  
16 Experian anticipates participating in discovery regarding Plaintiff's claims and Defendants' defenses.  
17 In addition to anticipating written discovery with the Plaintiff, Experian anticipates taking the  
18 deposition of Plaintiff and any other witness identified by any party in this action, or any other  
19 individuals or entities identified through discovery may possess information relative to Plaintiffs  
20 claims and alleged damages or Defendants' defenses. Experian's evidence will be based on the  
21 information and documents obtained in discovery.

22                   **Defendant ECMC:** Should Defendants' Joint Motion to Dismiss not be granted, ECMC  
23 anticipates taking discovery regarding Plaintiff's claims and Defendants' defenses, including  
24 deposing Plaintiff and any other witness identified by any party in this action, or any other individuals  
25 or entities identified through discovery that may possess information relative to Plaintiffs claims and  
26 alleged damages or Defendants' defenses. ECMC's evidence will be based on the information and  
27 documents obtained in discovery.

28                   **C. Witnesses**

**Plaintiff:** There is the likelihood that Plaintiff may obtain witness testimony or statements  
from congressional members and/or written testimony from the Consumer Financial Protection  
Bureau (CFPB). Such members or representatives have not been identified yet.

**Defendant Equifax:** A designated representative of Equifax:

- Any entity with whom Plaintiff alleges to have applied for credit, employment, or insurance. These individuals may have knowledge of the facts at issue in this case regarding account(s) and/or any adverse actions. Name(s) and address(es) presently unknown;
- Any other party to this lawsuit;
- Any witness identified by any other party to this lawsuit.

**Defendant Experian:** Experian anticipates designating an appropriate representative or

representatives to testify as a witness on Experian's behalf. Experian's witness (or potential witnesses) has not been identified at this time. Experian will keep initial disclosures updated to account for any potential witness it plans to call at trial.

**Defendant ECMC:** ECMC anticipates designating the appropriate ECMC individual or individuals to testify as a witness on ECMC's behalf. Such individual(s) have not been identified yet. ECMC further anticipates witness testimony from Plaintiff and from any other witness identified by any other party.

## **6. Insurance.**

**Defendant Equifax:** Equifax is self-insured in this matter.

**Defendant Experian:** Not applicable.

**Defendant ECMC:** Not applicable.

## **7. Manual for Complex Litigation.**

This case does not or will not require a manual for complex litigation.

## **8. Motions.**

**Plaintiff:** Plaintiff does not anticipate adding any more parties or claims. Plaintiff retains the right to file motions that are typically anticipated during the pendency of this case, and the plaintiff will be allowed to amend pleadings with leave of the court as per Fed. R. Civ. P. 15(a).

**Defendant Equifax:** Equifax reserves the right to file motions that are typically anticipated during the pendency of this case, including, but not limited to, dispositive motions, discovery motions (if necessary), and pretrial motions in limine.

**Defendant Experian:** Experian reserves the right to file motions that are typically anticipated during the pendency of this case, including, but not limited to, dispositive motions, discovery motions (if necessary), and pretrial motions in limine.

**Defendant ECMC:** ECMC reserves the right to file motions that are typically anticipated during the pendency of this case, including, but not limited to, dispositive motions, discovery motions (if necessary), and pretrial motions in limine.

## **9. Dispositive Motions.**

**Plaintiff –** Plaintiff retains the right to file dispositive motions. If the plaintiff files a Rule 56 summary judgment motion, the claims brought forth will be based on the same claims presented in the operative First Amended Complaint. (See ECF. #13, at \*1, 11-22).

**Defendant Equifax:** Equifax will be able to show that it is not liable, and that Plaintiff is not entitled to relief through pretrial motion practice and therefore plans to move for summary judgment following discovery.



1       **Defendant Experian:** Defendants filed a Joint Motion to Dismiss which is pending before  
 2 the Court. ECMC reserves the right to file additional dispositive motions pending the resolution of  
 the current Joint Motion to Dismiss.

3       **Defendant ECMC:** Defendants filed a Joint Motion to Dismiss which is pending before the  
 4 Court. ECMC reserves the right to file additional dispositive motions pending the resolution of the  
 5 current Joint Motion to Dismiss.

#### 6       **10. Status of Discovery.**

7       This joint conference report constitutes the initial phase of discovery for this civil case. The  
 8 parties have collectively discussed via live telecommunications the individual elements pertained  
 9 herein. Currently there are no disputes related to discovery between Plaintiff and Defendants.  
 However, it may be anticipated that disputes may arise during the pendency of discovery related to  
 the exchange of documents from the defendants that may be deemed *protected* or *confidential*.

#### 10       **11. Discovery Plan.**

##### 11       **A. Should Any Changes in the Disclosures Under Federal Rule of Civil Procedure** 12 **26(A) Be Made?**

13       The parties agree that no changes should be made in the disclosures required under Fed.  
 14 R. Civ. P. 26(A) apart from the default deadline. The parties agree that the deadline to exchange  
 initial disclosures will be December 14, 2022. However, Plaintiff will file his initial disclosures by  
 December 2, 2022.

##### 15       **B. Subjects on Which Discovery May Be Needed**

16       The parties anticipate taking discovery regarding Plaintiff's claims and Defendants  
 17 defenses. Pursuant to the scheduling timeframe provided by the Court, the parties propose different  
 18 discovery deadlines. Plaintiff proposes a discovery deadline of May 31, 2023; Defendants jointly  
 19 propose a discovery deadline of September 15, 2023. The parties do not believe discovery should be  
 limited or conducted in phases.

##### 20       **C. Any issues relating to disclosure or discovery of electronically stored** 21 **information ("ESI"), including the form or forms in which it should be produced (whether** 22 **native or some other reasonably usable format) as well as any methodologies for identifying or** 23 **culling the relevant and discoverable ESI.**

24       The parties are unaware of any issues relating to the discovery of ESI and have agreed to  
 25 make initial disclosures and subsequent production(s), where applicable, in hard copy or  
 26 electronically in .pdf format. The parties do not anticipate any ESI preservation issues. Based on the  
 nature of this case, the parties believe that producing ESI in a reasonably usable format (e.g., hard  
 copy or .pdf) is appropriate and proportional to the needs of the case. Once the parties have had the  
 opportunity to review such documents, they may confer regarding any additional exchange or  
 production that the parties believe is necessary.

##### 27       **D. Any agreements or disputes relating to asserting claims of privilege or** 28 **preserving discoverable information, including electronically stored information and any** **agreements reached under Federal Rule of Evidence 502 (such as the potential need for a**

1 protective order and any procedures to which the parties might agree for handling inadvertent  
 2 production of privileged information and other privilege waiver issues). A party asserting that  
 3 any information is confidential should immediately apply to the court for entry of a protective  
 4 order. Unless a request is made for modification, the court will use the form found on the  
 5 Eastern District website.

6 The parties agree that there may be a need for discovery in this case to be governed by a  
 7 protective order. If the parties agree concerning the need for and scope and form of such a protective  
 8 order, their counsel will confer and then submit a jointly proposed protective order to the Court at  
 9 such time. Such jointly proposed protective orders must include, in the first paragraph, a concise but  
 10 sufficiently specific recitation of the particular facts in this case that would provide the court with an  
 11 adequate basis upon which to make the required finding of good cause pursuant to Fed. R. Civ. P.  
 12 26(c). If the parties disagree concerning the need for, and/or the scope or form of a protective order,  
 13 the party or parties seeking such an order shall file an appropriate motion and supporting  
 14 memorandum.

15 **E. Whether any other orders should be entered by the court pursuant to Federal**  
 16 **Rule of Civil Procedure 26(c) or 16(b), (c).**

17 The parties do not believe that any other orders are required under Rules 16 or 26.  
 18 However, as stated above, the parties anticipate submitting a proposed agreed protective order.

19 **12. Discovery Cutoff.**

20 The parties propose different discovery deadlines. Plaintiff proposes a discovery deadline of  
 21 May 31, 2023; Defendants jointly propose a discovery deadline of September 15, 2023.

22 **13. Expert Discovery** - Proposed dates for initial and rebuttal expert witness disclosures and  
 23 expert discovery cutoff under Federal Rule of Civil Procedure 26(a)(2).

24 **14. Settlement Conference and Alternative Dispute Resolution (“ADR”)**

25 No settlement discussions have occurred between the parties as of the date of filing this joint  
 26 report. It is anticipated that all parties will engage in settlement discussions, whether with a third  
 27 party or by utilizing this Court’s ADR process. The defendants propose a Court Mediation Panel as  
 28 their only preference. However, the plaintiff’s first preference for mediation is a Court Mediation  
 Panel, and private mediation as a second preference to avoid time/scheduling conflicts and to  
 expedite this case accordingly.

**15. Trial Estimate.**

The parties estimate that trial will take 2-3 days. Plaintiff has requested a trial by jury. The  
 number of witnesses that Plaintiff may call upon at trial is undetermined at this moment.

**16. Trial Counsel.**

**Plaintiff:** The plaintiff will retain counsel in advance if there is a trial.

**Defendant Equifax:** Equifax currently anticipates that Jennifer Brooks will serve as lead trial  
 counsel.



1       **Defendant Experian:** In the event that the Defendants' Joint Motion to Dismiss is not  
 2 granted and this case proceeds to trial, Kelly Albright will appear on behalf of Experian. Additional  
 3 counsel may also appear on behalf of Experian, and appearances with the Court will be filed  
 accordingly.

4       **Defendant ECMC:** Benjamin A. West will appear on behalf of ECMC. Additional counsel  
 5 may appear on behalf of ECMC in the event that the Defendants' Joint Motion to Dismiss is not  
 granted.

6       **17. Magistrate Judge.**

7       Excluding matters already established by this Court that the Magistrate is authorized to hear  
 8 (i.e., Discovery), the parties do not consent to having this case tried before a Magistrate Judge for  
 9 trial. If, for the sake of proceedings being efficiently administered to stay on target according to the  
 scheduling order and in the best interest of this Court's docket, the parties may reconsider and  
 10 mutually agree to have this case tried before the assigned Magistrate.

11       **18. Independent Expert or Master.**

12       The parties do not anticipate the need for an independent arbiter or master.

13       **19. Initial Mandatory Disclosures Required by Rule 26(a)(1).**

14       Defendants agreed to file their initial disclosures by December 8, 2023.

15       **20. Worksheet.**

16       See Worksheet attached hereto as Exhibit 1, to which the parties have agreed.

17       Respectfully submitted,

18  
 19       /s/ Sean Owens  
 Sean Owens  
 20 Plaintiff in Pro Per

Dated: December 01, 2022

21       /s/ Kelly Christine Albright  
 22 Kelly Christine Albright  
 Jones Day  
 23 3161 Michelson Drive Suite 800  
 Irvine, CA 92612  
 24 949-851-3939  
 25 kalbright@jonesday.com  
 Lead Attorney – Experian

Dated: December 01, 2022

1        /s/ Jennifer Rebecca Brooks  
2        Jennifer Rebecca Brooks  
3        Seyfarth Shaw LLP  
4        700 Milam Street Suite 1400  
5        Houston, TX 77002-2812  
6        713-238-1854  
7        Jrbrooks@seyfarth.com  
8        Lead Attorney – Equifax

Dated: December 01, 2022

9        /s/ Benjamin A. West  
10       Benjamin A. West  
11       Frost Brown Todd LLC  
12       2021 Cedar Springs Road, Suite 900  
13       Dallas, TX 75201  
14       214-545-3472  
15       bwest@fbtlaw.com  
16       Lead Attorney – ECMC

Dated: December 01, 2022

### CERTIFICATE OF SERVICE

17  
18       I hereby certify that on December 1, 2022, the foregoing document was filed with the Clerk  
19       of the Court and served upon the defendants. Such filing will electronically transmit copies of the  
20       foregoing document to all Defendants and Parties registered and using the Pacer CM/ECF system.  
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27  
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18       /s/ Sean Owens  
19       Sean Owens

Dated: December 1, 2022